

1 BILL NO. S-83-09-61

2 SPECIAL ORDINANCE NO. S-221-83

3 AN ORDINANCE approving a Contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and T-G Excavating, Inc., for Res.
7 #390-83, Hazard Mitigation Project
8 at WPC Plant.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,
12 by the City of Fort Wayne by and through its Board of Public
13 Works and T-G Excavating, Inc., for Res. #390-83, Hazard Mitiga-
14 tion Project at WPC Plant, is hereby ratified, and affirmed and
15 approved in all respects. The work under said Contract requires:

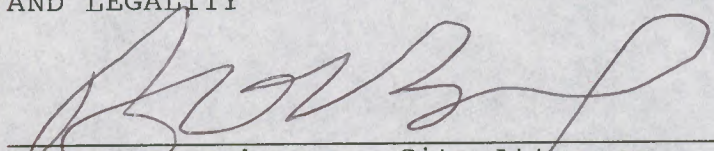
16 This contract for Sewer Improvement Reso-
17 lution #390-83, Hazard Mitigation Project
18 at Wastewater Treatment Plant, City of
19 Fort Wayne, is for the installation of
20 flood stop gates, walls and earthen em-
21 bankments; (DSR #044888); this is a
22 Federal Emergency Management Agency Project;

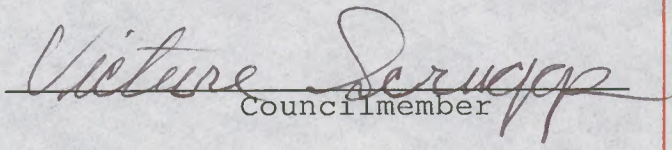
23 the Contract price is Fifty-Six Thousand Two Hundred Thirty-
24 Eight and 20/100 Dollars (\$56,238.20).

25 SECTION 2. Prior Approval was received from Council
26 with respect to this Contract on September 6, 1983. Two (2)
27 copies of the Contract attached hereto are on file with the City
28 Clerk, and are available for public inspection.

29 SECTION 3. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all necessary
31 approval by the Mayor.

32 APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney


Councilmember

Read the first time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 9-27-83

Sandra E. Kennedy

CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-11-83

Sandra E. Kennedy

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-221-83 on the 11th day of October, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

CITY CLERK

Ray A. E. York

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of October, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy

CITY CLERK

Approved and signed by me this 18th day of October, 1983, at the hour of 3 o'clock P.M., E.S.T.

Win Moses, Jr.

WIN MOSES, JR. - MAYOR

73-178-15
9/14/83

CONTRACT

THIS CONTRACT, made the 14th day of September, 1983, by and between T-G EXCAVATING, INCORPORATED, hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

RESOLUTION NO. 390-83, HAZARD MITIGATION PROJECT AT WATER POLLUTION CONTROL PLANT, D.S.R. NO. 044888

for the Owner, all in strict accordance with the drawings and specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which drawings and specifications are made a part of this Contract; and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price Fifty-Six Thousand, Two Hundred Thirty-Eight Dollars and Twenty Cents (\$56,238.20). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal (Bid)
3. Advertisement
4. Specifications
 - a. General & Supplemental Conditions of the Contract
 - b. Instructions to Bidders
 - c. Detailed Specifications
 - d. FEMA Regulations
 - e. EEO Requirements
 - f. City Standards and Specifications
5. Drawings
 - a. Detailed drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically

stated:

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner; and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

ATTEST:

Harold R. Zinner
AGENT, SEC.
TITLE

T-G EXCAVATING, INCORPORATED
(Contractor)

BY

Thomas M. Stockamp
Pres.
TITLE

(SEAL)

ATTEST:

Helena D. Gochenour
Clerk
TITLE

CITY OF FORT WAYNE, INDIANA
(Owner)

BY

Ben P. Collins
Jack Meland
BOARD OF PUBLIC WORKS

APPROVED AS TO FORM & LEGALITY:

R. J. Schaeffer
ASSOCIATE C

BY

Win Moses, Jr.
Win Moses, Jr., Mayor

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, T-G EXCAVATING, INCORPORATED, as principal, and Fidelity and Deposit

Company of Maryland, as surety are held and firmly bound unto the Board of Public Works, for the benefit of the City of Fort Wayne, hereinafter called the Owner, in the penal sum of Fifty-Six Thousand, Two Hundred Thirty-Eight Dollars and Twenty Cents (\$56,238.20) for payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

DATED this 14th day of Sept., 1983.

The condition of this obligation is such that whereas the above named principal did, on the 14th day of Sept., 1983, enter into a contract with the Owner, by the terms of which said principal agreed to furnish all labor, materials, equipment and supplies for the construction of Resolution No. 390-83, Hazard Mitigation Project at the Water Pollution Control Plant, DSR No. 044888, as described and defined in said Contract and in the specifications and drawings, prepared by Bonar & Associates, Inc., which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Fifty-Six Thousand, Two Hundred Thirty-Eight Dollars and Twenty Cents (\$56,238.20), and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; said principal shall also promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said Contract; we agreeing and asserting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said Contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the specifications.

No change, modification, omission, or addition in and to the terms or

conditions of said Contract, plans, specifications, drawings or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said Surety; and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 14th day of Sept, 1983, affixed our signatures and corporate seals to three (3) executed original counterparts of this bond.

ATTEST:

Harold R. Gimmer, secret. Secy.

T-G EXCAVATING, INCORPORATED
(Principal)

BY

Thomas M. Stockamp, Pres.
Authorized Agent

ATTEST:

Judith A. Snyder
Judith A. Snyder

Fidelity and Deposit Company of Maryland
Surety

Duane E. Lupke
Attorney-in-Fact

Duane E. Lupke

BILL NO. S-83-09-61

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract by the City of Fort Wayne by and
through its Board of Public Works and T-G Excavating, Inc., for Res.
#390-83, Hazard Mitigation Project at WPC Plant

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

SAMUEL J. TALARICO, VICE CHAIRMAN

DONALD J. SCHMIDT

MARK E. GIAQUINTA

PAUL M. BURNS

Victure Scruggs

Samuel J. Talarico

Donald J. Schmidt

Mark E. Giaquinta

Paul M. Burns

Concurred 10-11-83

Sandra E. Kennedy

4455
Admn. Appr.

TITLE OF ORDINANCE Contract for Sewer Improvement Res. #390-83, Hazard Mitigation Project

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This contract for Sewer Improvement Resolution #390-83,

Hazard Mitigation Project at Wastewater Treatment Plant, City of Fort Wayne,
is for the installation of flood stop gates, walls and earthen embankments.

T-G Excavating, Inc. is the contractor. (DSR #044888) This is a Federal Emergency
Management Agency Project.

PRIOR APPROVAL RECEIVED 9/6/83

EFFECT OF PASSAGE Improvement of Wastewater Treatment Plant

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$56,238.20

ASSIGNED TO COMMITTEE